

## **AGREEMENT**

### **Del Rey Oaks Former Fort Ord Resort Property**

#### **Del Rey Oaks, California**

This Agreement is made and entered into, by and between the State Department of Toxic Substances Control ("Department"), the Fort Ord Reuse Authority ("FORA") and the City of Del Rey Oaks and the Redevelopment Agency of the City of Del Rey Oaks (collectively "Del Rey Oaks") pursuant to Health and Safety Code section 25355.5 (a)(1)(c).

#### **1.0 Background**

- 1.1 The former Fort Ord was selected for closure in 1991 in accordance with procedures of Public Law 101-510, the Base Realignment and Closure Act of 1990. The property is currently owned by the United States Army ("Army"), was part of the former Fort Ord, and is located in Del Rey Oaks, California, and consists of approximately 324 acres in six parcels identified by the Army as parcels: E29a, E29b.1, E31a, E31b, E31c, and E36 ("the Property"). The Property is also known as MRS-DRO.1, MRS-DRO.2, and a portion of MRS-43. A detailed map of the Property, including a site location map, is attached as Attachment 1.
- 1.2 Fort Ord was listed on the National Priorities List (Superfund) in 1990. The Fort Ord Federal Facility Agreement was signed by the Army, the United States Environmental Protection Agency, the Department and the California Regional Water Quality Control Board, Central Coast Region, in 1990. The entire Property is undergoing the federal Comprehensive Environmental Compensation and Liability Act ("CERCLA") remediation process, which will not be finished for some time. Because the Army intends to transfer this Property to FORA prior to the end of the CERCLA remediation process, and FORA and Del Rey Oaks have agreed to receive the Property under those conditions, such transfer must be pursuant to the CERCLA Section 120(h) (3) "early transfer process".
- 1.3 The Property was used extensively as a practice range area for training involving military munitions. From 1998 to 2003, the Army performed munitions response (MR) actions at the Property and munitions debris and munitions and explosives of concern (MEC, previously known as ordnance and explosives (OE)) items were found. The Property has now been "cleared" of MEC by the Army to its standard except for portions of parcels E29a and E29b.1 (within an "11 grid area" in the Range 26 berm area). The Army and the Department agree the potential exists that additional MEC items remain.

- 1.4 The Department understands that, while the Army believes it has completed MR actions on the property to be conveyed to Del Rey Oaks through FORA, the use of current technology does not assure that all MEC has been detected and removed. Additional remedial actions may remain to be performed on the Property. Due to residual uncertainty about any remaining MEC, the Army has committed that it will provide on-site construction support within the 11 grid Range 26 Berm Area, as described in section 2.2 below.
- 1.5 The Department, FORA and Del Rey Oaks understand at a future date, the Army, under the existing Federal Facilities Agreement, will prepare a Record of Decision (ROD) document to address any remaining remedial actions for the Property.
- 1.6 The Department, FORA, and Del Rey Oaks understand the Army, pursuant to the National Oil and Hazardous Substances Pollution Contingency Plan, will continue to provide recurring Military Munitions Response Program reviews on the Property no less frequently than every 5 years.
- 1.7 The former Fort Ord is a Resource Conservation and Recovery Act (RCRA) 42 USC section 6901 et. seq. "Interim Status" facility.
- 1.8 FORA has been designated by the Army, pursuant to the Memorandum of Agreement Between the United States of America Acting By and Through the Secretary of the Army, United States Department of the Army and the Fort Ord Reuse Authority For the Sale of Portions of the former Fort Ord, California, dated the 20th day of June 2000, ("MOA") and MOA Amendment No. 1, dated the 23<sup>rd</sup> day of October 2001; which sets forth the specific terms and conditions of the sale of portions of the former Fort Ord located in Monterey County, California, pursuant to provisions of Federal law, as the recipient of the Property with the Property to be re-conveyed from FORA to Del Rey Oaks or directly to a developer designated by Del Rey Oaks under the provisions of an Implementation Agreement dated May 31, 2000 ("IA").
- 1.9 The Army and DTSC will enter into a Covenant to Restrict Use of Property (hereinafter "Covenant") prior to transfer of the Property to prohibit certain land uses on the Property, and require compliance with this Agreement.
- 1.10 Del Rey Oaks and FORA intend the Property will be conveyed to and developed by one or more developers in conformance with the Fort Ord Reuse Plan, as adopted by FORA on June 13, 1997. As part of the development process, Del Rey Oaks intends to require any developer, through a written agreement, to comply with the provisions of this Agreement as applicable. Notwithstanding any such agreement, Del Rey Oaks will be responsible to the Department for compliance with and enforcement of this Agreement.

- 1.11 This Agreement contemplates the Property will be transferred to FORA, and that FORA will transfer the Property to either Del Rey Oaks or a developer designated by Del Rey Oaks. As such, this Agreement specifically refers to Del Rey Oaks as the responsible party for compliance and enforcement of this Agreement. The Parties agree that if the transfer to Del Rey Oaks or a developer designated by Del Rey Oaks does not occur, FORA, DTSC and the new prospective property owner will enter into an agreement similar to this Agreement prior to land transfer. FORA remains bound to this Agreement until the new agreement is signed.

The parties agree as follows:

## **2.0 Implementation of This Agreement**

- 2.0.1 Del Rey Oaks will implement this Agreement consisting of the following:

### **2.1 Construction Support and Military Munitions Education and Awareness**

For soil disturbances (defined for the purposes of this paragraph 2.1 as any digging, site preparation, grading, drilling, rototilling, soil preparation, or similar activities), the following shall apply:

- 2.1.1 Del Rey Oaks, FORA and the Department understand the Army has committed to conduct, at its expense, construction worker military munitions recognition training, which is part of the Fort Ord Site Security Program dated April 2003 (Site Security Program). (See Attachment 2, Site Security Program, section 3.3.1.5). This training will include the warning to all workers performing soil disturbance that MEC items may be present and, because of this fact, appropriate care must be taken. The Army, pursuant to the Site Security Program, will also provide all new workers this training. This training is not required for hotel and resort employees, delivery persons, etc., who will have minimal potential for soil contact. If at any time the Army ceases to provide this training, Del Rey Oaks will provide equivalent training, as approved by the Department.
- 2.1.2 No soil disturbance or construction activity on the Property shall begin until the Army has provided the training described in section 2.1.1 above to all construction workers involved in soil disturbance and all other construction workers who will be working on the Property.
- 2.1.3 No soil will be removed from the Property without prior approval from the Department.
- 2.1.4 Any munitions debris found will be stockpiled and secured in one designated area. Upon notification to the Army by the Unexploded Ordnance (UXO) technician or Del Rey Oaks, the Army has agreed to dispose of this debris appropriately.

- 2.1.5 In the event any person finds an item suspected to be a potential MEC item during soil disturbance activity, Del Rey Oaks or its successor will stop work and evacuate all non-essential personnel within an appropriate area. Del Rey Oaks or its successor will immediately notify the Army, Del Rey Oaks Police Department, the Directorate of Law Enforcement at the Presidio of Monterey, the Department, and other personnel/agencies deemed appropriate. For found items, refer to Additional Activities and Reporting, section 2.4.
- 2.1.6 Federal law requires the Army will continue to be responsible for potential live OE items. In the event that an OE item is encountered on the Property which is suspected to be live, the Army will return to the Property, make the determination as to whether the item is live, and will render such items inert, treat them, or transport them to an appropriate location.
- 2.1.7 In the event the number or type of MEC items found on the Property indicates that additional MEC items may remain on the Property, the Department and/or Del Rey Oaks may request the Army return to perform an appropriate additional MR action.
- 2.1.8 In addition, for soil disturbance projects of 10 cubic yards or greater, Sections 2.1.8 - 2.1.8.7 shall apply (see note).

Note: Soil yardage is calculated for an entire project. Examples of projects that may be 10 cubic yards or greater include the initial golf course construction, as well as re-routing a pipeline or re-contouring a green. It is not the intent of this Agreement to require UXO construction support for routine, small, one-time soil disturbance events such as replacing broken sprinkler lines or planting shrubs. Sections 2.1.1 – 2.1.7 do apply to these small one-time soil disturbance events.

- 2.1.8.1 Construction Support will be provided as described herein. For this Agreement, "Construction Support" is generally defined as UXO expert(s) being on site, observing soil disturbance and using approved geophysical equipment to scan soil whenever possible, depending on safety considerations, grading and construction activity.
- 2.1.8.2 The objectives of Construction Support are to achieve a safe development, safe use of the property and to find any MEC or MEC related items that may remain on the property. These items are most likely to exist in the top three feet of existing soil.
- 2.1.8.3 The UXO expert(s) shall comply with Department of Defense (DoD) Explosive Safety Board Standard 6055.9, "DoD Ammunition and Explosive Safety Standards", July 1999 (DoD 6055.9), DoD 6055.9-STD, DoD Ammunition and Explosives Safety Standards and other appropriate rules.

- 2.1.8.4 The UXO expert(s) shall keep detailed records, including daily logs, of the grading, their work, and any MEC or MEC-like items found.
- 2.1.8.5 Del Rey Oaks shall submit a work plan or technical memorandum (Work Plan) as agreed by the Department, to the Department at least 30 days prior to the intended start of clearing and grading, in satisfaction of the requirements of Sections 2.1.1 through 2.1.8.4 inclusive, above. This Work Plan will include the grading plans for the project and a contractual and enforceable obligation by which developer will be required to comply with the Work Plan. DTSC will use its best efforts to review, accept with modification or reject the Work Plan within sixty (60) days of receipt.
- 2.1.8.6 Del Rey Oaks will implement the approved Work Plan.
- 2.1.8.7 Del Rey Oaks will give notice to the Army and the Department fourteen days prior to commencing soil disturbance activities on any portion of the Property. The notice to the Department will include the grading plan with a map designating areas for grading.

## **2.2 Soil Disturbance Activities in the Range 26 Berm Area**

- 2.2.1 If Del Rey Oaks conducts any soil disturbance activities in the 11 grid Range 26 Berm Area identified in the OE-15DRO1-2 After Action Report dated August 2003, as shown on Attachment 3 and described in Attachment 4 ("Berm Area"), Del Rey Oaks will comply with 2.1.1 through 2.1.8.7 above, including the submission of a Work Plan, except as modified by this section 2.2.
- 2.2.2 Del Rey Oaks will provide construction support in compliance with Sections 2.1.8 through 2.1.8.7 from existing ground surface to four feet in depth below existing ground surface.
- 2.2.3 The Army has committed it will provide on-site construction support in the Berm Area. This construction support will be provided only during activities that disturb soil in the 11-grid Berm Area at depths greater than four feet below the current ground surface, down to either (1) original grade as determined by the Army, or (2) proposed new final grade and additional four feet. DTSC and Del Rey Oaks understand the construction support that the Army will provide will be consistent with the Final OE-15DRO.1-2 Site Specific Work Plan (sections 2.3.4 through 2.3.9).

## **2.3 Del Rey Oaks Ordinance Regarding Digging and Excavating on the Parcel**

- 2.3.1 Del Rey Oaks adopted, on December 2, 2003, Ordinance No. 259, "An Ordinance Amending the Municipal Code to Add Chapter 15.48 Relating to Excavation on the Former Fort Ord" entitled "Digging and Excavation on the Former Fort Ord," to control and restrict excavation and movement of soil.

2.3.2 Del Rey Oaks will not make any substantive change to the Ordinance without prior notice to and approval by the Department. The Department will not unreasonably withhold approval. The City Council may, following 30 days' prior written notice to the Department and following a public hearing, revise the Ordinance upon a finding based on substantial evidence that the revision is required for the preservation of the public peace, health, safety or welfare. Notwithstanding the foregoing, Del Rey Oaks may not revise the Ordinance to change the requirement that it provide the Safety Alert to all Property Owners, nor will Del Rey Oaks revise the Ordinance to change the requirement that the permittee prepare and file an After Action Report in accordance with Exhibit B of the Ordinance.

## **2.4 Additional Activities and Reporting**

2.4.1 Del Rey Oaks, its developers, or its successor will immediately notify the Army, Del Rey Oaks Police Department, the Directorate of Law Enforcement at the Presidio of Monterey and the Department if any MEC items or MEC-like items are found at any time. (See Attachment 5, Army MEC Incident Reporting Form). Within seven days of finding the MEC item, Del Rey Oaks will submit a completed Army MEC Incident Reporting Form to the Department.

2.4.2 Del Rey Oaks will give notice to the Army and the Department of any future grading or construction activities during the planning stages of these grading or construction activities.

2.4.3 The Department, Del Rey Oaks and FORA agree that additional fencing, which provides the same degree of protection as the existing fencing the Army has constructed surrounding the Former Fort Ord Impact Area ("Impact Area", formerly known as the Multi-Range Area or MRA), is required in order to protect workers, resort staff and guests. Del Rey Oaks will install the fencing between the Property and the Impact Area before construction is commenced and will continue to maintain the fence after the construction is completed. Del Rey Oaks will notify the Department upon completion of the fence. Del Rey Oaks may apply for a variance to this paragraph after the adjacent property in the Impact Area has been cleared.

2.4.4 Within 30 days after completion of activities involving 10 cubic yards or more of soil disturbance, Del Rey Oaks will submit an after action report to DTSC covering activities undertaken during the project. The after action report will include descriptions of grading and construction activities (including start and finish dates for these activities), any MEC or MEC related items discovered, the location and depth of MEC items discovered, and the specific compliance with each of the provisions of this Agreement. The final as-built drawings, including final grade elevations, will be included in the completion report. The daily logs kept by the MEC technicians, pursuant to Section 2.1.8.4 above, and submitted Army MEC Notification forms will also be submitted with these reports.

- 2.4.5 On February 1<sup>st</sup> an annual letter report will be submitted discussing any new construction, grading, or excavation activity, any MEC or MEC-related items found, specific training efforts conducted during the previous calendar year and the specific compliance with each of the provisions of this agreement. Del Rey Oaks or its successor may apply for a variance requesting to decrease the frequency of the submittal of the letter reports. The daily logs kept by the UXO technicians, pursuant to section 2.1.8.4 above, and any previously submitted Army MEC Notification forms, will also be submitted with these reports. If the timing is appropriate, the annual letter report may be combined with an after action report, as described in section 2.4.4.
- 2.4.6 Each developer and subsequent owner will provide the report as set forth in Section 2.4.4 and 2.4.5 to Del Rey Oaks. Del Rey Oaks will review each report and provide a consolidated report to the Department. If the Department has concerns with the consolidated report, the Department will notify Del Rey Oaks, which shall resolve the matter.
- 2.4.7 The Department's activities will include; but not be limited to, review and comment on documents, travel to the Property, oversight of field work in fulfillment of this Agreement, meetings with FORA and Del Rey Oaks, and applicable travel and services by the Department's UXO contractor.

### **3.0 General Provisions**

- 3.1 Whenever any person gives or serves any Notice (Notice as used herein includes any demand or other communication with respect to this Agreement), each such Notice shall be in writing and shall be deemed effective: (1) when delivered, if personally delivered to the person being served, or (2) three (3) business days after deposit in the mail, if mailed by United States mail, postage paid, certified, return receipt requested:

To Del Rey Oaks:                      City Manager  
   City of Del Rey Oaks  
   650 Canyon Del Rey  
   Del Rey Oaks, California 93940

City Attorney  
City of Del Rey Oaks  
Robert R. Wellington  
857 Cass Street, Suite D  
Monterey, California 93940

And to current owners and/or property manager, at  
addresses as provided by Del Rey Oaks

To Department: Chief  
Northern California Operations  
Office of Military Facilities  
Department of Toxic Substances Control  
8800 Cal Center Drive  
Sacramento, California 95826

To FORA: Executive Officer  
Fort Ord Reuse Authority  
100 12th Street  
Marina, California 93933

- 3.2 Nothing herein shall prevent Del Rey Oaks, and it is specifically understood that Del Rey Oaks may; through a written agreement, assign some of the responsibilities (except reporting responsibilities, defined in Section 2.4) to the developer of the Property. Del Rey Oaks remains responsible for ensuring compliance with this Agreement.
- 3.3 Five-Year Review: Pursuant to the National Contingency Plan and the Federal Facilities Agreement ("FFA"), the Army will be performing all appropriate five-year reviews.
- 3.4 Obligations of the Department: The Department agrees to review and oversee the measures to be performed by Del Rey Oaks pursuant to this Agreement.
- 3.5 Project Coordinator: The Del Rey Oaks' Project Coordinator will be the Del Rey Oaks City Manager, who will be responsible for receiving and submitting all notices, comments, approvals, and other communications from and to the Department.



- 3.6 Submittals: All submittals, reports and notifications from Del Rey Oaks that are required by this Agreement will be sent to:

Chief  
Northern California Operations  
Office of Military Facilities  
Department of Toxic Substances Control  
8800 Cal Center Drive  
Sacramento, California 95826

- 3.7 Communications: No informal advice, guidance, suggestions or comments by the Department regarding reports, plans, specifications, schedules or any other writings by Del Rey Oaks, will be construed to relieve Del Rey Oaks of the obligations to obtain such formal approvals as may be required.
- 3.8 Department Review and Approval: If the Department determines that any report, plan, schedule or other document submitted to the Department for approval pursuant to this Agreement fails to comply with this Agreement or fails to protect public health or safety or the environment, the Department may: (1) modify the document as deemed necessary and approve the document as modified; or (2) return comments to Del Rey Oaks with recommended changes and a date by which Del Rey Oaks must submit to the Department a revised document incorporating the recommended changes. Any noncompliance with these directives shall be deemed a failure or refusal to comply with this Agreement.
- 3.9 Stop Work Order. In the event the Department determines that any activity during construction (whether or not pursued in compliance with this Agreement) may pose an imminent or substantial endangerment to the health or safety of people on the Site or in the surrounding area, or to the environment, the Department may order Del Rey Oaks to stop further construction on the appropriate portion of the site for such period of time needed to abate the endangerment. A copy of any such order will be provided to Del Rey Oaks and the current owners and/or property manager at addresses as provided by Del Rey Oaks.
- 3.10 Compliance with Applicable Laws: Del Rey Oaks will carry out this Agreement in compliance with all applicable local, state, and federal requirements, including; but not limited to, requirements to obtain permits and assure worker safety.
- 3.11 Liabilities: Nothing in this Agreement will constitute or be construed as a satisfaction or release from liability for any conditions or claims arising as a result of current or future operations of Del Rey Oaks. Nothing in this Agreement is intended or will be construed to limit or preclude the Department from taking any action authorized by law to protect public health and safety or the environment, and recovering the cost thereof. Notwithstanding compliance with the terms of this Agreement, Del Rey Oaks may be required to take further actions as are necessary to protect public health and safety, and the environment.

- 3.12 Site Access: The Department will have reasonable right-of-entry and access to the Property for inspection, monitoring, and other activities consistent with the purposes of this Agreement as deemed necessary by the Department in order to protect the public health and safety or the environment, and oversee any required activities, provided such access does not unreasonably interfere with either construction activities or the Owner's use of the Property.
- 3.13 Record Retention: All data, reports and other documents required by this Agreement, will be preserved by Del Rey Oaks for a minimum of ten (10) years after the conclusion of all activities under this Agreement. If the Department requests some or all of these documents be preserved for a longer period of time, Del Rey Oaks will either comply with that request, or deliver the documents to the Department, or permit the Department to copy the documents prior to destruction. Del Rey Oaks will notify the Department in writing at least six (6) months prior to destroying any documents prepared pursuant to this Agreement.
- 3.14 State Liabilities: The State of California will not be liable for any injuries or damages to persons or property resulting from acts or omissions by Del Rey Oaks in carrying out activities pursuant to this Agreement, nor will the State of California be held as a party to any contract entered into by Del Rey Oaks or its agents in carrying out activities pursuant to this Agreement.
- 3.15 Severability: The requirements of this Agreement are severable, and Del Rey Oaks will comply with each and every provision hereof notwithstanding the effectiveness of any other provision.
- 3.16 Modification and Termination: Del Rey Oaks may, upon written request, seek modification or termination of this Agreement or the Covenant at any time. The Department will, under the appropriate circumstances, review and consider such request. In addition to modification as provided elsewhere in this Agreement, this Agreement may be modified or terminated by mutual written agreement of the parties at any time. The Department understands Del Rey Oaks may request that changes be made to this Agreement or the Covenant, based on the wishes of developers or lenders. The Department's intent is to work and cooperate with Del Rey Oaks to make such changes, when such changes are necessary and appropriate to implement the proposed development, and will continue to protect human health and the environment.
- 3.17 Parties Bound: This Agreement applies to and is binding upon Del Rey Oaks and its officers, directors, agents, employees, successors and assignees, including but not limited to individuals, partners, and subsidiary and parent corporations, and upon any successor agency of the State of California that may have responsibility for and jurisdiction over the subject matter of this Agreement. Del Rey Oaks will provide a copy of this Agreement to any successor or assignee. If the transfer to Del Rey Oaks does not occur, FORA is the Party Bound, as set forth in paragraph 1.11.

- 3.18 Cost Recovery: Del Rey Oaks will be liable for all the Department's direct costs, as defined in H&SC Section 25269.1(b) and indirect costs, calculated pursuant to H&S 25269.3 and H&S 25269.4, for activities specifically attributable to Del Rey Oak's compliance with this Agreement. The Department will determine costs and bill Del Rey Oaks pursuant to the Department of Toxic Substances Control Summary of Cost Recovery Policies, August 7, 2003. If Del Rey Oaks causes additional contamination, cost recovery may also be pursued by the Department under CERCLA, Health and Safety Code Section 25360, or any other applicable state or federal statute or common law. The Department will invoice Del Rey Oaks for the Department's costs on a quarterly basis. Attached as Attachment 6, is an estimate of the Department's costs to be incurred under this Agreement. Note this is an estimate only and will likely not be the amount billed.
- 3.19 Effective Date: The effective date of this Agreement is the date of signature by the Department's authorized representative.
- 3.20 Representative Authority: Each undersigned representative of the parties to this Agreement certifies that she or he is fully authorized to enter into the terms and conditions of this Agreement, and to execute and legally bind the parties to this Agreement.
- 3.21 Enforcement of Covenant: The Department and the Army will enter into a Covenant for the Property prior to transfer. The Covenant prohibits certain uses of the Property. Section 5.01 of the land use covenant provides the Department may require the land owner to remove certain improvements if made in violation of the covenant. The Department will give Del Rey Oaks a reasonable opportunity to cure any such violations prior to requiring modification or removal of improvements.

IN WITNESS WHEREOF, the Department, Del Rey Oaks and FORA, by their duly authorized representatives, have executed this Agreement on the dates set forth below at Del Rey Oaks, California.

DEPARTMENT OF TOXIC SUBSTANCES CONTROL

Anthony J. Landis  
Anthony J. Landis, P.E., Chief  
Northern California Operations  
Office of Military Facilities  
Department of Toxic Substances Control

9-9-04  
Date

CITY OF DEL REY OAKS

Jack D. Barlich  
Jack D. Barlich, Mayor

Date: August 23, 2004

REDEVELOPMENT AGENCY OF  
THE CITY OF DEL REY OAKS

Jack D. Barlich  
Jack D. Barlich, Chair

Date: August 23, 2004

FORTY FORD REUSE AUTHORITY

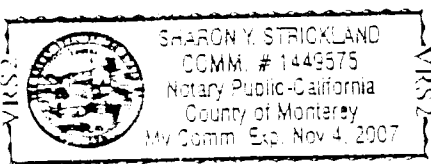
Michael A. Houlemard, Jr.  
Michael A. Houlemard, Jr., Executive Officer

Date: August 23, 2004

STATE OF CALIFORNIA    )  
  ) ss  
COUNTY OF MONTEREY)

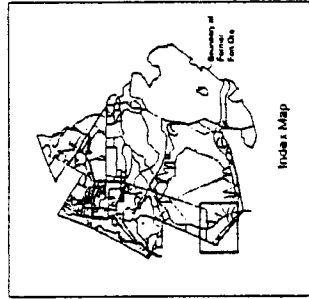
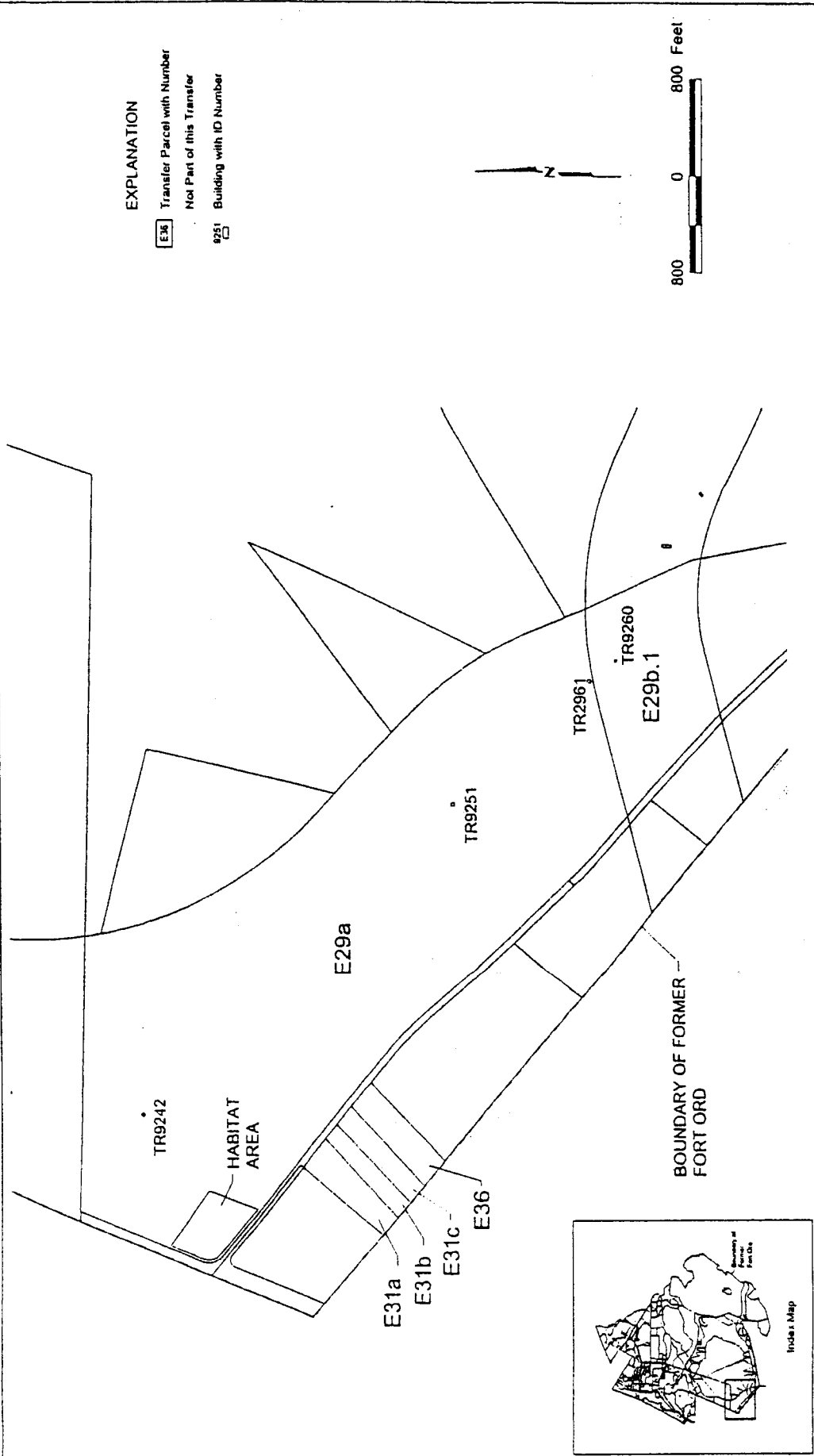
On August 23<sup>rd</sup>, 2004 before me, a Notary Public in and for said state, personally appeared **Michael A. Houlemard, Jr. and Jack D. Barlich**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument are the entities upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.



Sharon Y. Strickland  
Notary Public, State of California

ATTACHMENT 1



EXPLANATION

- E36 Transfer Parcel with Number
- Not Part of this Transfer
- E251 Building with ID Number



Location Map  
Del Rey Oaks FOSSET  
Former Fort Ord  
Monterey, California

PROJECT	JCF	APP. NO.	52703 00134	DATE	10/00	REVISED DATE	6/03
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Parcel Boundaries shown are approximate and are not intended to represent a legal description of the property

## **Attachment 2**

### **Excerpt from the Army's Site Security Program, April 2003 Regarding MEC Community Awareness and Training**

**3.3.1 Management Controls:** Management controls include education and community relations programs. Education/community relations programs are important in minimizing activities that might lead to an OE incident in two key ways:

- They inform the public of the danger of accessing OE sites, and therefore lessens OE exposures;
- They educate those who might encounter OE to not touch or otherwise disturb it, thereby reducing the possibility of accidental detonation.

**3.3.2.1 Brochures, Pamphlets and Fact Sheets:** The most widely distributed brochure is entitled "Safety Alert". The Army's Community Relations Project Manager annually distributes this brochure to the following organizations:

- California State University Monterey Bay
- Department of Defense Center
- Rental managers of Bayview and Sunbay Properties
- Contractors
- Seaside and Marina Fire Departments
- Fort Ord Reuse Authority
- Housing Welcome Center (military families)
- Monterey County Office of Emergency Response and Preparedness Information
- Pacific Gas and Electric
- California Department of Parks and Recreation
- Marina Coast Water District
- Bureau of Land Management

In addition, the "Fort Ord News" is a quarterly publication that is mailed to 22,600 residents. Fifteen hundred copies are also hand delivered to schools and other institutions. This publication includes descriptions of ongoing cleanup activities and ordnance and explosive issues.

**3.3.2.2 School Safety Program:** Since 1997, the former Fort Ord has had an Ordnance and Explosives School Safety Program. The objective of this program is to provide school age children with the ability to:

- Recognize the visible attributes of various OE items likely to exist on the former Fort Ord.
- Associate danger with OE items and Fort Ord OE areas.

- Understand the actions to be taken when a possible OE item is observed.

This program has a three-tiered approach that includes distribution of the "Safety Alert" to organizations and agencies who provide information to the local community, a one hour OE safety presentation for local elementary and middle schools for 5<sup>th</sup>, 6<sup>th</sup> and 7<sup>th</sup> grade students, and distribution of the "Safety Alert" to parents of children in the local schools and high school students. Coloring books are also available for the younger grades. The Army conducts the one-hour OE safety presentation. The presentation includes a 12-minute video entitled, "What's Going on Behind the Signs? Unexploded Ordnance Safety at Former Fort Ord." Table 2 displays the number of children that have been reached since 1997. Schools are sent letters in the fall (August/September) at the beginning of the school year, at the beginning of the calendar (January) year and then are contacted in April by telephone as a follow up.

Year	# Schools Invited	# Schools Participating	# Children Participating
1997-98	11	5	970
1998-99	11	4	1,023
1999-00	18	5	709
2000-2001	19	5	1,086
2001-2002	20	5	1,102

**Table 2: School Safety Program**

In addition, occasionally the Community Relations Project Manager is requested by various community groups to conduct presentations about the cleanup process. These presentations are utilized as opportunities to make the public aware of the ordnance and explosives risks. There are over 30 local organizations with addresses that are annually offered Ordnance and Explosives presentations.

**3.3.2.3 Public Meetings:** "Safety Alert" brochures and the current publication of the "Fort Ord News" are made available at the Community Involvement Workshops. In addition, the Directorate of Environmental and Natural Resources Management has had an exhibit at the Monterey County Fair since 1994. "Safety Alert" brochures and displays on the cleanup are exhibited. From August 2000 to the present, refrigerator magnets have been distributed that have the phone number to call in the event of a discovery of OE. Exhibits are also displayed at the Bureau of Land Management Appreciation Day, California State University at Monterey Bay events, and Presidio of Monterey Safety Day and other events.

Town hall meetings (a forum similar to homeowner's association meetings), are conducted quarterly for the residents in military housing at the Ord Military Community. "Safety Alert" brochures are also distributed at town hall meetings.

Open Houses are conducted at least annually. Open Houses provide an opportunity for community members to talk to cleanup staff one on one about cleanup and to take tours of the areas where cleanup activities are ongoing or have been completed. The OE education board is on display and "Safety Alert" brochures and copies of the current publication of the "Fort Ord News" are also made available.

**3.3.2.4 Display Boards:** The Bureau of Land Management (BLM), has kiosks and information boards that also display the "Safety Alert." Information boards contain the same types of information. However, they are not enclosed like the kiosks and the information has been laminated to protect it from the weather. In addition, trail maps contain notification procedures if OE is found and information brochures which are distributed to visitors along with BLM trail maps.

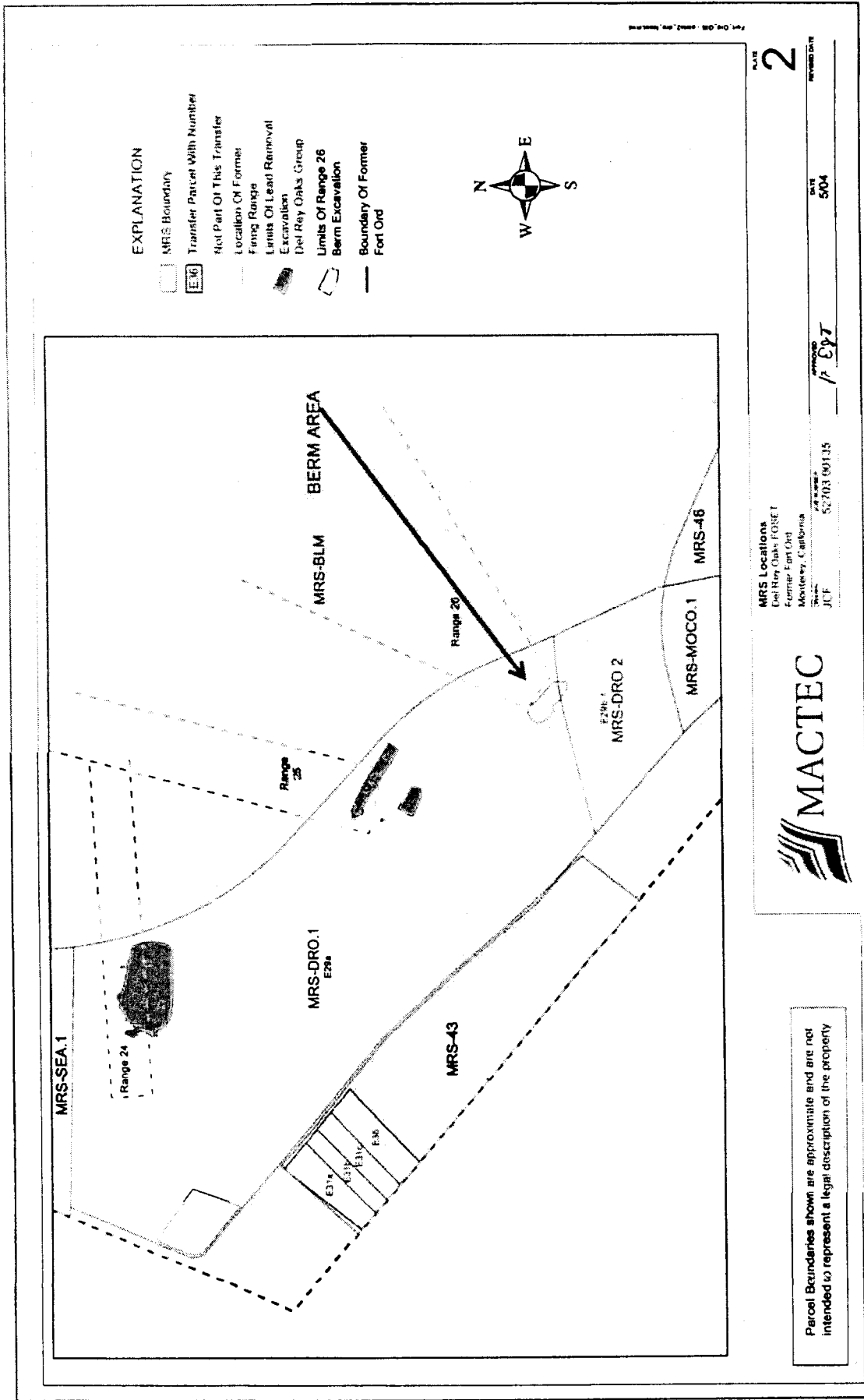
**3.3.2.5 OE Familiarization Training.** The Army offers OE familiarization training to anyone digging holes or disturbing soil at the former Fort Ord and currently on property that has been transferred. The OE Safety Specialist conducts a thirty-minute training session. This training session includes a lecture on what OE may be found, the procedure to follow if something is found, and "Safety Alert" brochures are also distributed. Staff from the following organizations have received familiarization training:

- CSUMB
- USACE Contractors
- Pacific Gas & Electric
- Pacific Bell
- BLM

To schedule this training, Mr. Lyle Shurtleff may be contacted at (831) 242-7924.



# ATTACHMENT 3



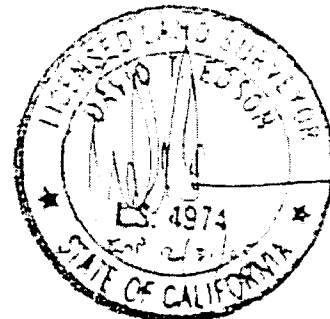
## LEGAL DESCRIPTION

Attachment 4

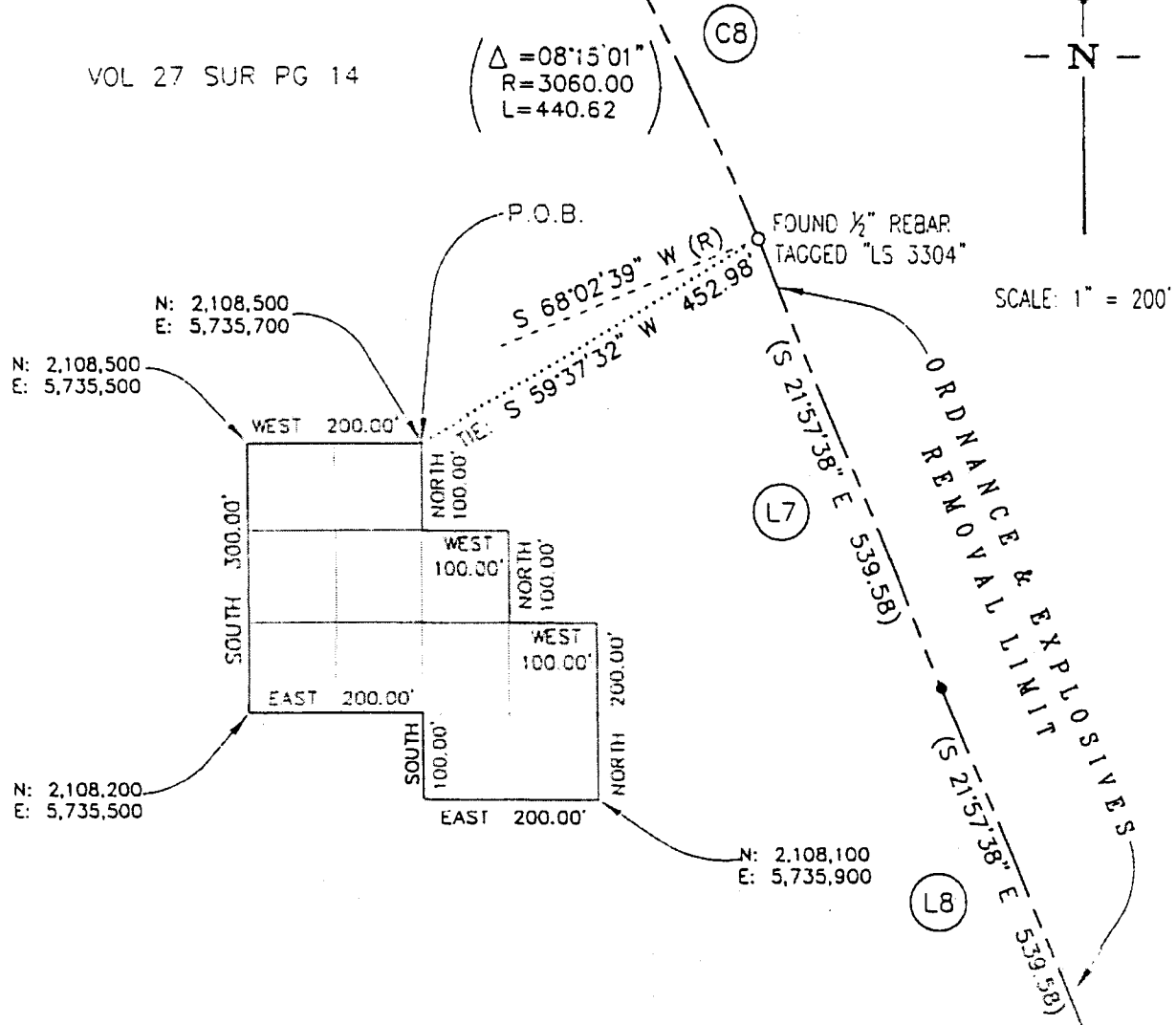
### AREA REQUIRING ARMY CONSTRUCTION SUPPORT ELEVEN GRIDS IN THE RANGE 26 BERM AREA

Commencing at a point on the northeasterly parcel boundary, said point being a monument described as a ½" rebar tagged, "LS 3304" shown between courses "C8" and "L7", as said monument and courses are shown on that certain map entitled, "Ordnance & Explosives Removal Limits", filed for record on October 23, 2003, in Volume 27 of Surveys at Page 14, Records of Monterey County; thence from said Point of Commencement, departing said northeasterly parcel boundary, South 59°37'32" West, 452.98 feet to the True Point of Beginning, said point having State Plane Coordinates: Northing 2,108,500, Easting 5,735,700; thence

- 1) West, 200.00 feet to a point having State Plane Coordinates (Northing: 2,108,500, Easting: 5,735,500); thence
- 2) South, 300.00 feet to a point having State Plane Coordinates (Northing: 2,108,200, Easting: 5,735,500); thence
- 3) East, 200.00 feet; thence
- 4) South, 100.00 feet; thence
- 5) East, 200.00 feet to a point having State Plane Coordinates (Northing: 2,108,100, Easting: 5,735,900); thence
- 6) North, 200.00 feet; thence
- 7) West, 100.00 feet; thence
- 8) North, 100.00 feet; thence
- 9) West, 100.00 feet; thence
- 10) North, 100.00 feet to the True Point of Beginning.



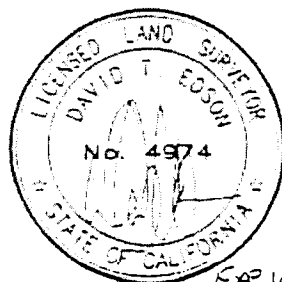
VOL 27 SUR PG 14



# KEY:

COORDINATES, STATE PLANE (TYP.) = N: 2,108,200  
 E: 5,735,500

ALL COORDINATES SHOWN ARE STATE PLANE,  
 CALIFORNIA ZONE 1



EXP 12/31/05

## EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION

AREA REQUIRING ARMY CONSTRUCTION SUPPORT  
 ELEVEN GRIDS IN THE RANGE 26 BERM AREA  
 BEING A PORTION OF THE PARCEL SHOWN ON  
 VOLUME 27, SURVEYS, PAGE 14

COUNTY OF MONTEREY

STATE OF CALIFORNIA

PREPARED FOR

The United States Army Corps of Engineers

CENTRAL COAST SURVEYORS

5 HARRIS ST. SUITE 104 MONTEREY, CALIFORNIA 93940

PHONE (804) 492-1111

SCALE  
 1" = 200'

DATE  
 MARCH 2004

## MUNITIONS AND EXPLOSIVES OF CONCERN (MEC) INCIDENT REPORTING FORM

If you discover any object that resembles munitions or explosives, **report it immediately** to US Army Corps of Engineers (USACE) and Fort Ord Base Realignment and Closure Office, Munitions Response Program Manager.

### A. PROVIDE THE FOLLOWING INFORMATION:

Name of Person Reporting:	Telephone:
Agency:	Fax:
Date & Time of Incident/Discovery: Item has been in place for a long time	
Description of Item Found (refer to the "Safety Alert pamphlet):	
Location (direction from nearest road/building, attach map):	
GPS Coordinate Location: (Type of Instrument, NAD83 California State Plan Coordinates Zone IV, feet)	
Describe how the item was found:	

### CONTACT THE APPROPRIATE AGENCIES IMMEDIATELY:

Initial when completed	Action	Contact Number	Date & Time Called
	<b>Monday – Thursday</b> Fax this form to USACE OE Safety Specialist	Fax: (831) 884-9030 Phone: (831) 884-9925 ext.226/231 (Mon-Thu 0600 - 1600)	
	<b>Friday – Sunday</b> call 787 <sup>th</sup> EOD Company IMMEDIATELY	Phone: (650) 603-8301/02 (24 hours)	
	<b>Note: If 787<sup>th</sup> EOD Company is notified, Contact Fort Ord BRAC, Munitions Response Manager Lyle Shurtleff (831) 242-7919, Cell (831) 760-2575.</b>		

### B. To be completed by USACE when applicable (Mon – Thu)

Form Received By:	Date & Time:
Identification of Item Found:	
Extent of Area Surveyed:	Name of digital file for picture (date):
Disposition of Item:	
Fax completed form to Lyle Shurtleff Bldg 4463 Gigling Rd. POM (Fort Ord) within 8 business hours	Fax: (831) 394-6816 Phone: (831) 242-7919 Cell: (831) 760-2575
Date & Time:	

### C. To be completed by POM DENR:

Completed Form Received By:	Date & Time:
Regulatory Agencies Notified (Date):	

Department of Toxic Substances Control

**COST ESTIMATE:**

**Del Rey Oaks**

*Includes Direct and Indirect Cost Rates \**

TITLE	Project Manager	Legal	Toxicology	HQ CEQA	Industrial Hygiene	Public Participation	Supervisor	Clerical
CLASSIFICATION	EG	Staff Counsel	Staff Toxicologist	AEP	AIH	PPS	SHSE	WPT
<b>TASKS</b>								
For Initial Construction of Golf Course and Hotel, or Other Large Soil Disturbance Projects:								
Work Plan Review	40						8	2
Site Visits	32							
After Action Report (AAR) Review	40						8	2
<b>TOTAL HOURS/CLASS</b>	<b>112</b>						<b>16</b>	<b>4</b>
Hourly Rate/Class	\$123	\$153	\$150	\$109	\$116	\$104	\$135	\$58
Total Estimated Costs/Class	\$13,776						\$2,160	\$232
DTSC Travel and Per Diem	\$360							
Consultant Work Plan Review/Comments	\$496							
Consultant Site Visit	\$7,137							
Consultant AAR Review/Comment	\$496							
Grand Total Costs for Initial Construction of Golf Course and Hotel, or Other Large Soil Disturbance Projects:	\$24,657							
<b>For Smaller Soil Disturbances of More Than 10 Cubic Yards:</b>								
Work Plan Review	8						4	1
Site Visit	16							
After Action Report Review	8						2	1
<b>TOTAL HOURS/CLASS</b>	<b>32</b>						<b>6</b>	<b>2</b>
Hourly Rate/Class	\$123	\$153	\$150	\$109	\$116	\$104	\$135	\$58
Total Estimated Costs/Class	\$3,936						\$810	\$116
Grand Total Costs for Smaller Soil Disturbances of More Than 10 Cubic Yards:	\$4,862							
<b>Ongoing, Recurring Activities:</b>								
Annual Letter Report Review	8						2	1
<b>TOTAL HOURS/CLASS</b>	<b>8</b>						<b>2</b>	<b>1</b>
Hourly Rate/Class	\$123	\$153	\$150	\$109	\$116	\$104	\$135	\$58
Total Estimated Costs/Class	\$984						\$270	\$58
Grand Total Annual Costs for Ongoing, Recurring Activities:	\$1,312							

\* Indirect rate used for calculations = 174.75%